

BILL NO. S-73-12-26

SPECIAL ORDINANCE NO. S- 04-74

AN ORDINANCE approving a contract with NORTH EASTERN ENTERPRISES, INC. for construction of water line in Walden Addition, Section II.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


SECTION 1. The contract approved December 11, 1973, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and NORTH EASTERN ENTERPRISES, INC. for installation of a water line, to be constructed and installed as follows:

400± feet of twelve (12") inch water main, including all necessary fittings as follows:

From the existing main on Bristers Spring Run northward 400± feet to the north property line of lot 117, all in Walden Addition, Section II.

for a total cost of \$5,510.00 of which the City will be paying \$3,362.50 and the cost of \$2,147.50 for oversizing to be paid by Utility, all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Stier, seconded by Polmer, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12/26/73

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (Lost) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 1-8-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-04-74 on the 8th day of January, 1974.

ATTEST: (SEAL)
Charles W. Westerman CITY CLERK
Samuel J. Talarico PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of January, 1974, at the hour of 12:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 9th day of January, 1974, at the hour of 2:10 o'clock P. M., E.S.T.

Sam H. Broun
MAYOR

Bill No. S-73-12-26

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with NORTH EASTERN ENTERPRISES, INC.

for construction of water line in Walden Addition, Section II.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

Winfield C. Moses, Jr.
John Nuckols
James S. Stier
William T. Hinga
Vivian G. Schmidt

DATE 1-8-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

60-164-6
12/11/73

CONTRACT NO. 7313

BOARD ORDER NO. 171-73

WORK ORDER NO. 62817

THIS AGREEMENT, made and entered into this 11th day of December, 1973, by and between NORTH EASTERN ENTERPRISES, INC., hereinafter called Contributor, and the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, by and through the BOARD OF PUBLIC WORKS of said City, hereinafter called Utility, WITNESSETH:

That the said Contributor and the said Utility for the considerations hereinafter named, agree as follows:

1. That the Utility and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct 400+ feet of twelve (12") inch water main, including all necessary fittings as follows:

From the existing main on Bristers Spring Run northward 400+ feet to the north property line of lot 117, all in Walden Addition, Section 11.

2. That said water main system shall be constructed according to the standards, plans and specifications of the Utility and that said Utility shall furnish water thru said main when completed, in accordance with the rules and regulations of said Utility, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the Utility will not furnish water thru any part or parts of the water main covered hereunder unless and until the entire main shall have been tested, disinfected and placed in service and accepted by said Utility.

3. It is understood and agreed by and between the parties of this contract that the Contributor shall furnish all materials, contractual labor, and equipment for the construction of said water main through NORTH EASTERN CONSTRUCTION CO., at a cost of Five Thousand One Hundred Eighty and no/100 Dollars, (\$5,180.00) and that said Utility shall supply the necessary labor for inspection, pressure testing, disinfection and engineering at a cost of Three Hundred Thirty and no/100 Dollars, (\$330.00). Therefore, the total cost of said water main is Five Thousand Five Hundred Ten and no/100 Dollars. (\$5,510.00). It is further understood and agreed by and between the parties of this contract that the said Contributor shall bear the cost of the water main on the basis of a six (6") inch main, the cost of which is Three Thousand Thirty Two and 50/100 Dollars, (\$3,032.50), and which amount is the contract price of this Agreement. Therefore, it is agreed that upon completion and acceptance of said water main system by said Utility, the Utility will pay to said Contributor the difference between the cost of materials, contractual labor and equipment as supplied by the contractor, as referred to above and the contract price of this Agreement, said difference being Two Thousand One Hundred Forty Seven and 50/100 Dollars. (\$2,147.50).

4. The Utility may approve the extension of additional water mains from the water main covered in this contract without incurring any financial obligations to the Contributor under this contract except it is understood and agreed that the Utility will not permit any future customers of water on property contiguous to the water main subject to this contract to make a service connection tap into any lateral extension from this main so as to avoid payments of his aforesaid share of the installation cost of this main.
5. It is further understood and agreed that, upon completion and acceptance by the Utility, the water main and fittings installed under this contract shall form and be a part of the water works system of said Utility, and that all rights, title, and interest whatsoever, shall at all times be and remain in the City of Fort Wayne, Indiana.
6. Councilmanic Approval.

This contract, although executed on behalf of the Utility by it's Mayor and Board of Public Works, shall not be binding upon the Utility unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this contract, the day and year first above written.

NORTH EASTERN ENTERPRISES, INC.

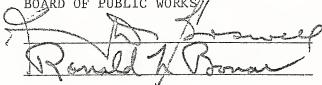
By: 

CITY OF FORT WAYNE, INDIANA

By: 

Ivan A. Lebanoff, Mayor

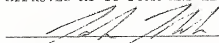
BOARD OF PUBLIC WORKS


Ronald W. Roman

ATTEST:


Clerk

APPROVED AS TO FORM AND LEGALITY:



This instrument prepared by Water Engineering Department.

Approved by the Common Council of the City of Fort Wayne, on _____, 1973.

Special Ordinance _____.

ACKNOWLEDGEMENT

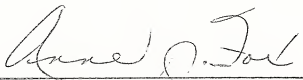
STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 11th day of December, 1975, personally appeared the within named IVAN A. LEBAMOFF, Mayor of the City of Fort Wayne; JERRY D. BOSWELL, RONALD L. BONAR and ~~WILLIAM C. WILLIAMS~~, members of the Board of Public Works, City of Fort Wayne, Indiana; EDNA I. SMITH, Clerk of the Board of Public Works, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the FORT WAYNE WATER UTILITY of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Notary Public

My Commission Expires:

March 6, 1976

ACKNOWLEDGEMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this

2nd day of August, 1973, personally
appeared J. L. Zehr

and acknowledged said instrument to be ^{his} ~~their~~ voluntary act and deed
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.



Pauline Horn
Notary Public

MY COMMISSION EXPIRES:

May 23, 1976

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

-----NORMAN A. BOERGER AND N. RICHARD BOERGER-----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 6th day of March,

A. D. 1967.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 6th day of March, A. D., 1967, before me personally came

William M. Evans

_____, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

November 16, 1970

My Commission Expires

M. J. Miner

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Agnes P. Brown

_____, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 12th

day of November, A. D., 1970.

(SEAL)

Agnes P. Brown
Assistant Secretary

PERFORMANCE AND GUARANTY BOND

B.O # 171-73
Water

KNOW ALL MEN BY THESE PRESENTS, that we North Eastern Construction Company, Inc. as Principal, and the American States Insurance Company, a corporation organized under the laws of the State of Indiana and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Walden, Indiana, an Indiana municipal corporation in the sum of \$5,000.00 for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents. The condition of the foregoing obligation is such that

WHEREAS, the Principal has applied for authority to construct or cause to be constructed a water main to become part of the City's water system, which said water main is to be built and constructed according to plans and specifications approved by City, and known as the Maintenance only of water lines installed in Walden, Section 2. and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a completion affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice, and
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main.

NOW, THEREFORE, if the Principal shall perform all of the terms and conditions required of it by the consent to cause said water main to become a part of the City water system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal failing to comply with any of the terms of the authorization, then said obligation shall be void, otherwise it shall remain in full force and effect.

North Eastern Construction Co., Inc.

[Signature]

American States Insurance Company

[Signature]
N. Richard Boerger

DIGEST SHEET

TITLE OF ORDINANCE Contract with North Eastern Enterprises, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with North Eastern Enterprises, Inc. for
construction of water line to serve certain properties in Walden Addition, Section
II. The Utility shall pay portion of contract price to provide for oversizing
of main for future expansion of this Addition as well as surrounding area.

Costs as follows:

Northeastern Enterprises cost	\$3,032.50
-------------------------------	------------

Inspection, testing & disinfected furnished by Utility	330.00
--	--------

Cost to Utility for oversizing	2,147.50
--------------------------------	----------

Total cost of main	\$5,510.00
--------------------	------------

EFFECT OF PASSAGE Water to customers---revenue to Utility.

EFFECT OF NON-PASSAGE No City water service to property owners.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Direct cost to Utility if \$2,147.50 for oversizing of main.

ASSIGNED TO COMMITTEE (I.R.)

DIGEST SHEET

✓
L-73-12-26

TITLE OF ORDINANCE Contract with North Eastern Enterprises, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with North Eastern Enterprises, Inc. for

construction of water line to serve certain properties in Walden Addition, Section

II. The Utility shall pay portion of contract price to provide for oversizing

of main for future expansion of this Addition as well as surrounding area.

Costs as follows:

Northeastern Enterprises cost	\$3,032.50
Inspection, testing & disinfected furnished by Utility	330.00
Cost to Utility for oversizing	2,147.50
Total cost of main	\$5,510.00

EFFECT OF PASSAGE Water to customers--revenue to Utility.

EFFECT OF NON-PASSAGE No City water service to property owners.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Direct cost to Utility if \$2,147.50 for oversizing of main.

ASSIGNED TO COMMITTEE (J.R.) *Subcommittee*
for total - wch